

Bankruptcy No. 2014-08732 (ESL)

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF PUERTO RICO**

IN RE:

MANUEL MALARET MARTINEZ

**DEBTOR**

CASE NO.: 14-08732 (ESL)

CHAPTER: 13 (JRC)

**INFORMATIVE MOTION**

**AND**

**CERTIFICATE OF SERVICE OF MOTION**

**TO HONORABLE COURT:**

**COMES NOW** DEBTOR, through the undersigned attorney and respectfully states, prays and requests relief as follows:

**FACTS**

1. That the Debtor has received, through the undersigned, the loan modification documents from Wells Fargo to be signed and notarized, in order to return them to Wells Fargo (*Copy of the signing instruction documents and loan modification agreement letter are hereby attached*).

2. That the debtor expects to complete the process within the next 30 days; and afterwards the payment plan will be amended accordingly.

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3. Wherefore, it is requested from this Honorable Court to take judicial notice of the aforementioned.

### **NOTICE**

*Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the clerk's office of the United States Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the objection will be deemed unopposed and may be granted unless: (1) the requested relief is forbidden by law; (2) the requested relief is against public policy; or (3) in the opinion of the court, the interest of justice requires otherwise. If you file a timely response, the court may schedule a hearing.*

### **PRAYER FOR RELIEF**

**WHEREFORE**, it is humbly requested from this Honorable Court:

1. To take judicial notice of the aforementioned.
2. To grant any other relief it deems necessary and just.

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this date, I electronically filed the *aforementioned* with the Clerk of the Court using the CM/ECF system which will send notification, upon information and belief, of such filing to the Chapter 13 Trustee and to all other participants appearing in said record.

**I HEREBY FURTHER CERTIFY** that I have served by regular mail this document to any creditor as per the master address list upon knowing that they are non CM/ECF participants.

**RESPECTFULLY SUBMITTED**

In San Juan, Puerto Rico, this 24<sup>th</sup> day of February of 2016.

**/S/ Jaime L. Velasco Bonilla II, Esq.**  
JAIME L. VELASCO BONILLA II, ESQ.  
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1000



1000 Blue Gentian Rd Suite 300  
MAC Code 9999-01N  
Eagan, MN 55121

## Important Signing Instructions

This page contains a checklist and instructions for both the borrower and the notary. Please read all instructions prior to signing and notarizing the modification and supporting documents. These documents must be signed in the presence of a notary. Each set contains pages that the notary must complete, notarize and stamp. Please follow and check off the items during the signing. Failure to follow instructions may result in a delay in the closing of your modification.

### Notary Requirements:

- ☐ There must be 2 sets of documents provided to be completed and notarized. **Note:** Each set also includes the Loan Modification Agreement. The mortgagor(s) must sign the Loan Modification Agreement along with the Compliance Agreement (if enclosed).
  - **Note:** FHA/VA/USDA will require the borrower to sign 1 set of documents
- ☐ Black ink is required.
- ☐ Notary's acknowledgement must list mortgagor(s) name exactly as it/they appear(s) on the modification documents.
- ☐ Stamp must be located below the Borrower Acknowledgement section on the Acknowledgment page. **Note:** The Lender Acknowledgement section is to be filled out by the Lender.
- ☐ Stamp and signature must be within the doc margins.
- ☐ Stamp and all other information must be legible.
- ☐ Stamp and signature must not cover any verbiage.
- ☐ State and county must be completed.
- ☐ Must be dated by the borrower and by the notary – dates must match.
- ☐ If the Notary marks the incorrect date and must make a correction, please make one strike through of the incorrect date, correct and initial.
- ☐ Notary must provide date when their commission expires when they notarize the Borrower Acknowledgement section of the modification documents.
- ☐ Must include notary's printed name both under their signature and after the "before me" verbiage.



RECOPY

JANUARY 5, 2016

MANUEL E. MALARET  
ABIGAIL CORA ORTIZ  
1939 SE 1ST TER  
CAPE CORAL, FL 33990

**Account Information**

**Online:** yourwellsfargomortgage.com  
**Fax:** 1 (866) 359-7363  
**Telephone:** 1 (800) 416-1472  
**Correspondence:** PO Box 10335  
Des Moines, IA 50306  
**Hours of Operation:** Monday – Friday, 8am – 5pm  
Central Time  
  
**Loan Number:** (scan barcode)  
**Property Address:** 1939 SE 1ST TER  
CAPE CORAL, FLORIDA  
33990

Dear MANUEL E. MALARET  
ABIGAIL CORA ORTIZ

**Subject:** Your Loan Modification Agreement.

**Congratulations!** Enclosed is your Loan Modification Agreement (Agreement). This Agreement will reflect the terms of your modified mortgage. It is important to note that your original documents are being modified and are not being refinanced into a new loan. Please read this letter so that you understand all the steps you need to take to complete your modification of your mortgage loan.

**PLEASE NOTE:** This notice is being provided for informational purposes only. As a result of at least one bankruptcy case filing that included the above referenced account, **Wells Fargo Home Mortgage** is NOT attempting in any way to violate any provision of the United States Bankruptcy Code or to collect a debt (deficiency or otherwise) from any customer(s) who is impacted by an active bankruptcy case or has received a discharge, where the account was not otherwise reaffirmed or excepted from discharge. **THIS IS NOT A BILL OR A REQUEST FOR PAYMENT AS TO THESE CUSTOMER(S).** Your decision to discuss workout options with **Wells Fargo Home Mortgage** is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

**What you need to know:**

**1. What you need to know about Borrower Representations**

This section confirms you're experiencing a hardship along with other important information about your home and current loan which you provided to us. This was used to help you qualify for a loan modification. In addition this section explains that the new terms of your loan modification do not apply until you've signed the Agreement and we have signed it as well. A copy of the Agreement signed by you and by us will be provided to you.

**2. What you need to know about The Modification**

This section outlines the terms of your loan modification, and identifies what will change on your mortgage loan. You will see your outstanding balance, interest bearing principal, unpaid balance, deferred interest, fees, monthly mortgage payment and the maturity date.

**3. Your loan Modification Terms**

This section details the changes you will see to the terms of your loan. Changes may include your contractual due date and extended maturity date. Please review this section to understand all of the changes to your modified loan.

**What you need to do next:** To complete your modification, you will need to sign and return the following documents along with the payment, if required, within 15 days from the date of this letter in the enclosed prepaid overnight envelope.

- One signed and dated copy of the Agreement. Keep the other copy for your records.
- Notice of Special Flood Hazard Area (SFHA), if enclosed.

**Wells Fargo Home Mortgage**  
1000 Blue Gentian Road  
Suite 300  
MAC X9999-01N  
Eagan, MN 55121

If you do not sign and return all of the above-referenced documents, within 15 days from the date of this letter and you still wish to be considered for a modification, you must contact us immediately.

**Important information:**

- All mortgagors need to sign their name exactly as it is printed on the documents in blue or black ink.
- If one of the mortgagors listed should not be required to sign the documents OR has a different name than what is listed on the documents, please provide the appropriate documentation that supports this change. Acceptable documents may include a death certificate, divorce decree along with a recorded Quit Claim Deed, or marriage certificate.
- If all pages of the above documents and payment, if required, are not received or if you have not contacted us within - 15 days from the date of this letter, we will conclude that you are no longer interested in modifying your existing loan and will cancel your request for a modification. Until we receive the signed and completed documents, we are unable to complete the modification; we will continue to service your mortgage loan – which may include continued collections communications via telephone calls and/or letters and any legal proceedings.

**Details of your loan modification Agreement:**

1. Due date of first payment:	<b>MARCH 1, 2016</b>
2. New principal balance:	<b>\$37,761.79</b>
3. New principal and interest monthly payment amount:	<b>\$301.33</b>
4. Escrow payment (if applicable):	<b>\$576.20</b>
5. Escrow shortage payment (if applicable)	<b>\$19.21</b>
6. Total modified monthly payment:	<b>\$896.74</b>
This payment amount includes principal, interest, and if applicable, escrow and escrow shortage amounts.	
7. New maturity date:	<b>FEBRUARY 1, 2036</b>
8. New interest rate:	<b>7.3750%</b>

I look forward to hearing from you no later than 15 days from the date on this letter, and if you have any questions please call me at the phone number in the account information box at the top of the letter.

Sincerely,

**GINA GARCIA**  
**Home Preservation Specialist**  
**855-844-4527 ext. 1335427426**  
**Wells Fargo Home Mortgage**

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**SUMMARY**

Here is a summary of your modified mortgage:

**New Principal Balance.** Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. **If you fulfill the terms of this agreement at the time of modification, we will waive all late charges that have accrued and remain unpaid.**

**Unpaid Principal Balance.** Current Unpaid Principal Balance of your loan remaining as of **JANUARY 5, 2016**. The Unpaid Principal Balance does not include unpaid interest, real estate taxes, insurance premiums, or assessments paid on your behalf to a third party. **If you fulfill the terms of this agreement at the time of modification, the Unpaid Principal Balance will be replaced with the New Principal Balance.**

**Interest Rate.** The interest rate on your modified loan will be adjusted as noted in the attached Loan Modification Agreement.

**Term Extension.** To reduce your mortgage payment, we may extend the term of your mortgage. This means we may spread your payments over a longer period.

**Escrow Account.** The terms of your modification agreement require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your real estate taxes, insurance premiums and other required fees. Upon acceptance of the offer, any prior waiver of escrows by your lender is no longer in effect. **Wells Fargo Home Mortgage** will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note after your modification is complete, your escrow payment amount will adjust at least annually if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that **Wells Fargo Home Mortgage** must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be **\$595.41**. This amount is included in the loan payment noted in Section 2 of the enclosed modification Agreement; you do not need to remit this amount separately.

**Escrow Shortage.** Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of **\$1,152.36**. You may pay this amount over a 5-year (60 months) period. This additional **\$19.21** a month has already been included in the monthly escrow payment stated above and in the loan payment noted in Section 2 of the enclosed modification Agreement..

**Change To Biweekly Payment Loans.** If the Loan is a biweekly loan, through the enclosed Agreement, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the unpaid principal by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due.

